

PURCHASING DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 761-5140  
FAX (954) 761-5576

City of Fort Lauderdale  
INVITATION TO BID/REQUEST FOR PROPOSAL  
e-mail: [purchase@ci.ftlaud.fl.us](mailto:purchase@ci.ftlaud.fl.us)

**ISSUE DATE:** 1/31/01  
**PAGE 1 OF 11 + Att.**  
**BIDS MUST BE RECEIVED**  
**PRIOR TO 2:00 P.M.**  
**ON: 2/22/01**

INVITATION TO BID NO.: **612-8439**

**TITLE: Sanitary Sewer and Manhole Repair/Rehabilitation**

PROCUREMENT SPECIALIST: Marsha M. Perri, CPPB/MarshaP@ci.ftlaud.fl.us (954) 492-7816

DEPT: **PBS/D&C**

CONTACT FOR TECHNICAL QUESTIONS: **Art Saey**

Phone No.: **(954) 492-7856**

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04) _____
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05)  Yes _____ No _____ Other _____
City, State, Zip (+4) (see General Conditions Section 1.01)	
Was this Invitation mailed to the Correct address?  Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No.  ( ) _____ 800 _____ FAX ( ) _____	Web site address: <a href="http://www">http://www</a>
e-mail:	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07)  _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02)  _____ days	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions?  MBE _____ WBE _____ SBE _____
Payment Terms: (section 1.03)  _____ net _____	

**How to Submit Bids/Proposals:** It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID/RFP No. **612-8439** Title: **Sanitary Sewer/Manhole Rehab** Opens: 2/22/01

**Vendor Certification:** I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	Date: _____

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.  
**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.  
**Bid** – a price and terms quote received in response to an ITB.  
**PROPOSAL** – a proposal received in response to an RFP.  
**BIDDER** – Person or firm submitting a Bid.  
**PROPOSER** – Person or firm submitting a Proposal.  
**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**City of Fort Lauderdale  
Invitation to Bid 612-8439  
Sanitary Sewer and Manhole Repair/Rehabilitation**

**Part 1. General Information and Requirements**

- 1.01. Purpose/Intent:** The City of Fort Lauderdale is hereby requesting bids, from qualified companies, for the purposes of the repair/rehabilitation of various sanitary sewer lines and manholes.

The following pages contain information for bidding of sanitary sewer lines and manholes. The intent is to encourage new technologies and competitive bidding, while establishing certain guidelines and minimum qualifications for bidders.

- 1.02 Scope of Work:** The successful bidder(s) agree(s) to furnish all necessary labor, materials, tools, equipment and services required to perform and complete all work associated with the repair and rehabilitation, including mobilization, cleaning and inspecting the manholes, by-pass pumping of storm water if necessary, maintenance of traffic, final inspection and site restoration.

- 1.03 Additional Information:** For additional information regarding bidding procedures, contact:

**Marsha M. Perri, CPPB  
Procurement Specialist II  
Public Services Department  
Telephone: (954) 492-7816**

All correspondence regarding the specifications or performance of any resulting contract(s) shall be transmitted and communicated through the Contract Administrator, or his designee. As the Contract Administrator, this individual shall serve as the interpreter of the conditions of the contract, and shall work directly with the Contractor on a daily basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under any resulting contract(s). The City representative administering this project is:

**Art Saey  
Utilities Distribution & Collections Systems Supervisor  
Public Services Department  
Telephone: (954) 492-7856  
FAX: (954) 492-7881**

Material changes, if any, to the technical specifications will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

Report documents and TV inspection reports of the pipes specified in these documents are available upon request by contacting the Contract Administrator. Allow two (2) working days for preparation of the requested material.

- 1.04 Variances and Exceptions:** Bidder **must** state in detail any variances or exceptions to the specifications, terms, and conditions in the space provided on Page 1 of this Invitation to Bid. If variances or exceptions are noted elsewhere and/or attached, then you **must** make reference to that fact in the space provided on Page 1 of this Invitation to Bid.

**Failure to do so could result in the rejection of your bid.**

- 1.05 Insurance Requirements:** The Contractor shall provide, pay for, and maintain in force at all time during the contract, the following insurance coverage:

**Workers' Compensation and Employers Liability Insurance:**

As required by Florida Statutes for the benefit of Contractor employees. Notwithstanding FS 440.055 any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance.

Exceptions: Workers' Compensation and Employers Liability Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 and 440.055.

**Commercial General Liability:**

Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be submitted on a form no more restrictive than the latest edition of Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must be on an occurrence basis. Contractor shall provide to the City's Purchasing Division, original certificates of such coverage with the City named as an **"Additional Insured"**. Cost for adding the City as **"Additional Insured"** will be at the Contractor's expense.

Certificates will be required prior to commencement of work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired or replaced to the City's satisfaction at no additional cost to the City.

**1.06 Bond of Contractor Constructing Public Buildings; Form; Materialman:**

**Note:** This section pertains to award of \$200,000.00 or more as outlined in Section 255.05 of the Florida State Statutes.

Any person entering into a formal contract with the state or any county, city or political subdivision thereof, or other public authority, for the construction of a public building for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work to execute, deliver to the public owner, and record in the public records of the county where the improvement is located a payment and performance bond with a surety insurer authorized to do business in the State of Florida. The bond will be in the total amount of the bid award.

The bond must state the name and principal business address of both the principal and the surety and must contain a description of the project sufficient to identify it. The bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract and promptly make payments to all persons whose claims derive directly or indirectly from the prosecution of the work provided for in the contract.

- 1.07 Clean Up:** The Contractor shall, at all times, keep the site of his workplace free from trash and debris. Upon the completion of the installation work at any site, the Contractor shall (at its own expense) immediately remove all of its temporary works and appurtenances and restore any damaged surface areas to the condition in which they were immediately prior to the commencement of the work.
- 1.08 Permits/Taxes/Licenses:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, State and Federal laws, rules and regulations applicable to business to be carried on under this bid.
- 1.09 Laws, Ordinances and Regulations:** The Contractor(s) shall observe and comply with all Federal, State local and municipal laws, ordinances, rules and regulations that would apply to this bid or any resulting contract(s).
- 1.10 Independent Contractor:** Contractor is an independent Contractor under this agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the Contractor.

- 1.11 Assignment of Contract:** The Contractor shall not sublet, sell, transfer or otherwise dispose of the contract or any portion thereof, or its right, title or interest therein, or its obligations thereunder, without prior written consent of the City of Fort Lauderdale.

The City will not allow sub-contracting on this bid.

- 1.12 Inspection of Work:** The City of Fort Lauderdale shall provide sufficient competent engineering personnel for the supervision of the work. The City of Fort Lauderdale and its representative shall at all times have access to the work, whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

- 1.13 Award:** In addition to the "Reservations for Award and Rejection of Bids" as outlined in Section 3.18 of the preprinted General Conditions, the following conditions will also apply:

**Contractors may bid on all items listed or individual line items.**

**The City of Fort Lauderdale will consider the scope of repairs to be made, along with the interest(s) of the public in determining the acceptable method(s) of repair/rehabilitation for each location.**

**The City will consider quantity of footage installed in Florida and in the United States. The City will consider reports from customers listed by contractors as references.**

**The City will compare estimated costs for point and/or spot repairs with complete line replacement or rehabilitation costs in determining contract awards.**

- 1.14 Tax Exemption:** Exclude from your bid price any State Sales Tax or Federal Excise Tax. The City of Fort Lauderdale is exempt from paying these taxes and the exemption numbers appear on the purchase order.

- 1.15 Signature Requirement:** Bidder please insure that you have signed Page 1 of this Invitation to Bid. Omission of a signature on that page may result in the rejection of your bid.

- 1.16 Minority Participation:** The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in its purchasing activities. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. If your firm qualifies, please indicate in Section 1j. on the front page of this Invitation to Bid.

**If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.**

- 1.17 Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## **Part 2. Special Conditions**

- 2.01** Manufacturer must provide all engineering data, including certified compliance with appropriate ASTM Standard, and a copy of the manufacturers installation specifications. All work and products must be warranted for a minimum of three (3) years.

- 2.02** Contractor must work within existing easements or public rights-of-way and be responsible for all traffic control plan approvals, compliance with OSHA and environmental regulations and acquiring permits required by applicable agencies. Upon completion, Contractor must restore site to original, or better condition.
- 2.03** Contractors must coordinate all work with the Contract Administrator, and have approved starting dates in the form of a work order. Contractors are responsible for notifying all customers of any service interruptions or hardships twenty-four (24) hours in advance.
- 2.04** All work must be completed within 90 working days of issue of the first work order unless an extension is granted by the Contract Administrator. Violation may void the contract, or preclude the Contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected. Such action will be at the discretion of the Public Services Department.
- 2.05** All work is to be performed in the presence of a City of Fort Lauderdale Engineering Inspector or a member of the staff of the Contract Administrator. All exceptions must have prior approval of the Contract Administrator. Contract work shall be done during normal City working hours and days. All overtime expenses incurred by the inspector(s) shall be charged to the Contractor at the rate of \$50.00 per hour.
- 2.06** There shall not be a separate pay item for mobilization, site preparation, excavation, restoration, sod placement, bypass pumping, barricade placement, traffic control, or well point operations. Except as agreed in writing, these and all other Contractor costs shall be included in the bid for each segment/line.
- 2.07** No sewer lines shall be left unattended by the Contractor until full flow in sewer lines and laterals has been restored. At no time will flow from laterals or sewer lines be disrupted for more than a six (6) hour period. Any sewer line that will be out of service for more than six (6) hours will be temporarily bypassed into a mainline sewer at the Contractor's expense. Periods of shorter duration may be specified by the Public Services Department to avoid health hazards.
- 2.08** When City forces are required to respond to any situations and provide services due to failures or negligent acts by the Contractor, the City shall not be billed by the Contractor for same services, and may require reimbursement by the Contractor for the services performed.
- 2.09** All additional work under the Contractor's responsibility, including, but not limited to: replacing liners; replacing whole lines; point repairs, etc. will be done according to City of Fort Lauderdale Engineering Standards. Any damage to any public or private property as a result of this construction will be repaired to the City's complete satisfaction at no additional cost to the City, including: down stream and up stream line segments, pumping stations, roads, etc. All costs incurred by the City of Fort Lauderdale for labor or materials will be recovered from the Contractor.
- 2.10** If the Contractor fails to demonstrate successful performance of the requirements of this contract, the City may cancel the contract under the provisions outlined in Section 5.09 of the preprinted General Conditions.

### Part 3. Proposal Page

Contractor shall furnish all materials, tools, equipment, labor and supplies to perform a Type 4 at the following addresses:

Item	Cont-#	Address	Method	Manhole #'s	Length	Size	Cost
PB1.	98 #18072	1840 Fairfax Drive	4	56-57	314'	8"	\$ _____
PB2.	98 #18775	3600 SW 23 Ct.	4	123-124	181'	8"	\$ _____
PB3.	98 #18774	3604 SW 23 Ct.	4	124-125	306'	8"	\$ _____
PB4.	98 #18744	3624 SW 23 Ct.	4	125A-125	75'	8"	\$ _____
PB5.	98 #18794	SW 36 Av.	4	117-118	326'	8"	\$ _____
PB6.	98 #18800	3625 SW 23 Ct.	4	118A-118B	130'	8"	\$ _____
PB7.	98 #18795	3613 SW 23 Ct.	4	118-118A	224'	8"	\$ _____
PB8.	98 #18787	2331 SW 35 Av.	4	121-122	114'	8"	\$ _____
PB9.	98 #18783	3511 Riverland Rd.	4	122-123	121'	8"	\$ _____
PB10.	98 #18743	3624 SW 23 Ct.	4	125-126	104'	8"	\$ _____
PB11.	98 #18832	1510 SW 36 Way	4	5-7	432'	8"	\$ _____
PB12.	98 #19098	3517 SW 16 St.	4	6A-6	273'	8"	\$ _____
PB13.	98 #19101	3591 SW 16 St.	4	6-7	289'	8"	\$ _____
PB14.	98 #19104	3633 SW 16 St.	4	7-8	279'	8"	\$ _____

NOTE: The City reserves the right to award based on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

State time required to complete this work: \_\_\_\_\_

In the event that you are required to submit bonding as outlined in Section 1.06; indicate the percentage increase you will add per job site \_\_\_\_\_%

**Listing of Attachments**

**Attachment A: Page GI-1  
Listing of approved repair/rehabilitation methods**

**Attachment B: Page SP-4a-SP-4f  
Specifications for Pipe Bursting**

**Attachment C:  
Questionnaire**

### **Repair/Rehabilitation Methods**

**A technical report for each of the listed items will be furnished to the Contractor upon award of contract.**

#### **Method 4: Approved Pipe Bursting**

**Method 4: Sanitary Sewer Pipe Bursting and  
High Density Polyethylene Pipe  
Part 1. General**

**1.01 The Requirement**

The specification covers the work necessary to furnish and install, complete and in place, high-density polyethylene pipe (HDPE) by the pipe bursting method. The Contractor shall provide all materials, labor, equipment and services necessary for bypass pumping diversion of sewage flows, installation of HDPE pipe, reconnection of active service connections, and CCTV inspection and testing of the completed pipe system.

**1.02 Qualifications**

The Contractor shall be certified by the Pipe Bursting Manufacturer that such a company is a fully trained and is a licensed installer of their pipe bursting system.

Polyethylene pipe joining shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. A qualified representative shall perform training.

**1.03 Reference Specifications, Codes and Standards**

The following references are part of this specification. The latest edition of the following references shall be used.

ASTM D1248	Polyethylene Plastics Molding and Extrusion Materials
ASTM D2657	Heat Joining of Thermoplastic Pipe and Fittings
ASTM D3035	Polyethylene Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter
ASTM D3261	Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D3350	Polyethylene Plastic Pipe and Fittings Materials
ASTM F714	Standard Specification for Polyethylene Plastic Pipe Based on Outside Diameter

**1.04 Contractor Submittals**

**Shop Drawings:** The Contractor shall submit catalog cuts, specifications, dimensioned drawings, installation details and sketches, and other pertinent information for the HDPE pipe installation work. All materials provided shall be fully in accordance with the requirements of the referenced specifications specified above.

The Contractor shall verify with the pipe manufacturer all connection details.

The Contractor shall submit detail drawings and a written description of the construction procedure and sequence to bypass sewage flow, install pipe, and disconnection and reconnection of the service connections.

**Certification:** The Contractor shall furnish a certified affidavit of compliance for all HDPE pipe and fittings furnished confirming that the materials supplied fully conform to the requirements specified herein.

The Contractor shall submit a complete plan for a sewage bypass pumping system for review by the City at least 10 days prior to pipe installation. The sewage bypass pumping system shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system. The Contractors plan shall include having a back-up bypass pump on the construction site. The Contractor shall notify the City 24 hours prior to commencing the bypass pumping operation. The Contractors plan for sewage bypass pumping shall be for the main sewer and sewer laterals and be satisfactory to the City before the Contractor shall be allowed to commence sewage bypass pumping.

The Contractor shall perform trial fusion welds and submit samples to the City for review prior to installation of the pipe. Full penetration welds shall provide a homogeneous material across the cross section of the weld. The fusion machine employed for the trial welds shall be the same machines to be utilized for the installation work.

Only technicians who have been certified by the pipe manufacturer shall operate fusion equipment or supplier and who have a minimum of two (2) years of experience fusion welding 6-inch or larger diameter pipelines. The technicians experience shall be documented in the HDPE pipe submittal.

#### **1.05 Quality Assurance**

All pipe-bursting contractors must have a minimum of 14,000 feet of pipe-bursting experience as a pre-qualification for this bid or have done work as a pipe-bursting contractor for the City of Fort Lauderdale. The licensee shall be certified by the particular Pipe Bursting System Manufacturer that such firm is a licensed installer of their system.

Quality assurance procedures shall be performed by the pipe manufacturer fully in accordance with the requirements of this specification. The certification shall include certified laboratory data confirming that said tests have been performed on a sample of the pipe to be provided under this contract, or pipe from that production run, and that satisfactory results were obtained.

Fusion joining and other procedures necessary for correct assembly of the polyethylene pipe shall be done only by personnel trained in those skills to the satisfaction of the City and the pipe supplier.

Only those tools designed for the aforementioned procedures, and approved by the pipe manufacturer or supplier and the City, shall be used for assembly of pipe fittings to ensure proper installation. The heater plate shall be equipped with suitable means to measure the temperature of plate surfaces and to assure uniform heating such as thermometers or pyrometers.

Only technicians who have a minimum of three (3) years experience in the installation of the liner as specified herein shall operate pipe insertion equipment. The technicians experience shall be documented in the HDPE pipe submittal.

The Contractor shall televise the installed pipe after existing services have been reconnected and manhole work has been completed. The original television inspection video tape shall be provided to the City.

#### **1.06 Warranty**

The Contractor shall provide to the City a warranty to be in force and effect for a period of three (3) years from the date of final acceptance by the City. The warranty shall require the Contractor to repair or replace the pipe should leakage, separation, collapse or other failures result from faulty materials or installation as determined by the City.

### **Part 2. Materials**

#### **2.01 General**

The Contractor shall provide polyethylene pipe as specified. The pipe shall be made to diameter and tolerances in accordance with ASTM D3035. The minimum ratio of orthogonal diameters prior to installation shall be 0.95. All pipe shall be made from virgin grade material. The pipe shall be of the diameter and class shown or specified and shall be furnished complete with all fabricated fittings and other appurtenances as necessary for a complete and functional system.

**Markings:** Pipe materials shall be legibly marked by the pipe manufacturer. The following shall be printed on the pipe.

1. Name and trademark of manufacturer
2. Nominal pipe size.
3. Dimension ratio.

4. The letters PE followed by the polyethylene grade per ASTM D1248, followed by the Hydrostatic Design Basis in hundreds of psi.
5. Manufacturing Standard Reference
6. A production code from which the date and place of manufacture can be determined.

## 2.02 Pipe

Pipe shall be high molecular weight , high-density polyethylene pipe. The material shall be listed by the Plastic Pipe Institute (PPI) with a designation of PE 3408 and have a minimum cell classification of 345434C, D, or E (inner wall shall be light in color) as described in ASTM D3350. The pipe material shall meet the requirements for Type III. Class B or C, Category 5, Grade P34 material as described in ASTM D1248. The pipe shall contain no recycled compound except that generated in the manufacturers own plant from resin of the same specification from the same raw material pipe. Pipe (excluding black colored pipe) stored outside shall not be recycled. Pipe and fittings shall be made in conformance with ASTM F714 and ASTM D3261 as modified for the specified material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions or injurious defects. It shall be uniform in density and other physical properties. Any pipe not meeting these criteria shall be rejected.

Pipe Color: Pipe shall conform to the following:

1. Inside. The inner wall shall be white, light green, light red (vitrified clay color), or natural. Black, yellow, and light purple are not acceptable.
2. Outside. The outer wall shall be black, white, light green, light red (vitrified clay color), or natural. Yellow and light purple are not acceptable.
3. Both the inside and outside may be the same or different color.

The minimum wall thickness of HDPE (High Density Polyethylene Pipe) shall meet the following SDR class:

Depth	Minimum SDR Class
0-16 feet	19
16 feet and over	17

## 2.03 Joints

Polyethylene pipe shall be joined by butt fusion welding, as specified in Part 3.08 herein.

## 2.04 Sewer Service Connections

All sewer service connections shall be identified and located prior to the pipe insertion. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the City. Upon completion of the insertion pipe, the Contractor shall expedite the reconnection of services as to minimize any inconvenience as to the customers.

Sewer service connections shall be connected to the new pipe and installed in a hole that shall be drilled the full inside diameter of the outlet or as recommended by the connection manufacturer.

Connection of new service lateral (ASTM D3034, SDR 26 PVD Pipe) to the sewer main shall be accomplished by use of the watertight compression-fit service connection. The service connection shall be specifically designed for connection to the HDPE sewer main being installed, and shall be INSERTA TEE as manufactured by Fowler Manufacturing Co., Hillsboro, Oregon.

NOTE: Electric fusion welded tees for lateral connections could be substituted for INSERTA TEE's if approved by designated City personnel.

Service laterals will be 6" unless otherwise specified by designated City personnel.

### **Part 3. Execution**

#### **3.01 General**

The Contractor shall protect facilities from damage by forces generated by the pipe bursting equipment.

#### **3.02 Preparation**

All work shall be performed as specified herein and supervised by personnel experienced in the installation of the pipe.

#### **3.03 Handling and Storage**

The Contractor shall exercise special care during the unloading, handling, and storage of all polyethylene pipe to ensure that the pipe is not cut, gouged, scored or otherwise damaged. Any pipe segment, which has cuts in the pipe wall exceeding 10% of the wall thickness, shall be cut out and removed from the site at the Contractors expense. The pipe shall be stored so that it is not deformed axially or circumferentially which may hinder pipe installation.

All polyethylene pipe without an ultraviolet inhibitor shall not be stored uncovered outside.

#### **3.04 Bypass Pumping**

The Contractor shall provide bypass pumping for acceptable completion of the pipe installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services. The Contractor shall submit a plan for bypass pumping diversion in accordance with Paragraph 1.04 of this specification. The bypass pumping shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into a sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be returned to the replaced sewer and all temporary equipment removed.

The Contractor shall take all necessary precautions to ensure that no private properties are subjected to a sewage backup or spill.

The Contractor shall pump out or otherwise positively drain all locations a minimum of once every 24 hours, where the sewer service is disconnected from the main sewer for more than one day. More frequent pumping shall be used in locations where wastewater flows exceed the capacity of temporary storage provided by the Contractor.

#### **3.05 Pre-Installation CCTV Inspection**

It shall be the responsibility of the Contractor to televise the sewers with a color CCTV tilt-head camera recorded in VHS format immediately before pipe bursting to assess the existing conditions and to locate all active sewer service connections. The original tape shall be provided to the City.

It shall be the Contractors responsibility to assure that the sewer pipe is sufficiently clean so as not to prohibit pipe-bursting operations.

#### **3.06 Sags in Line**

If the pre-installation video inspection reveals a sag in the existing sewer greater than one-half the diameter of the existing pipe, it may be the Contractors responsibility to install the replacement pipe to result in an acceptable grade without the sag. The Contractor shall take necessary measures to eliminate these sags, as directed by the Contract Administrator by change order, for payment. It shall be determined by the Contract Administrator whether a repair is essential and whether it shall be acceptable for repairs to be performed by the Contractor or other city forces; pipe replacement; digging a sag elimination pit and bring the bottom of the pipe trench to a uniform grade in the line with the existing pipe invert or by other measures that shall be acceptable to the Contract Administrator.

**3.07 Point Repairs**

The Contractor shall repair the pipe where point repairs are identified on the plans. If not shown, it will constitute extra work when approved by the City. The work shall include verifying the location of the point repair, locating all interfering utilities, temporary flow bypassing, traffic control, excavating, shoring, de-watering, pipe repairs or replacement, back-filling and surface restoration.

**3.08 Pipe Joining**

Sections of polyethylene pipe shall be joined in continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. Fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment and fusion pressure. Electrofusion may be used for field closure as necessary.

A fire retardant bag or suitable enclosure shall be used with the heater plate to facilitate control of heating process and to protect the heater plate surfaces from dirt and other debris when not in use. The heater plate surfaces shall be cleaned regularly as needed to prevent accumulation of fusion welding residues or other substances that may result in faulty pipe joining.

Butt fusion shall conform to ASTM D2657 and pipe manufacturer criteria for the type of joining. Joint strength shall be equal to that of the adjacent pipe.

The inside and outside of pipe ends shall be cleaned with a cotton or non-synthetic cloth to remove dirt, water grease, and other foreign materials. The pipe ends shall be cut square and carefully aligned just prior to heating.

After achieving the proper melt pattern, the pipe ends shall be brought together in a firm, rapid motion applying sufficient pressure to form a pipe bead 1/8 inch to 3/16 inch in height around and inside the entire circumference of the pipe.

The inside weld bead shall be removed by cutting the bead away without scoring the inside wall of the pipe. The Contractor shall submit to the City, for review as part of the submittal requirements, a de-beading process for use in removing the internal bead for the newly joined HDPE pipe sections.

**3.09 Pipe Installation**

The Contractor shall install the pipe by utilizing a constant tension system with a hydraulic or pneumatic bursting device that breaks apart the existing pipe. A static "cone cracking" method may be used, but only by advancing the mole head with a "solid steel tow rod" pulled by a constant tension hydraulic wrenching system. The advancement of the mole head with a "chain" shall be prohibited. The void created by the bursting device shall be sufficient in size to accommodate the HDPE pipe which shall be installed immediately after the void has been formed. The Contractor shall be responsible to provide adequately designed pipe bursting equipment to accomplish the replacement of the existing pipe under all adverse conditions.

The Contractor shall utilize existing manholes where practical. Manhole inverts and bottoms shall be removed to permit access for installation equipment.

The Contractor shall anchor the pipe to concrete structures or manholes after the pipe has been installed along the length of sewer replaced. The Contractor shall use a water stop or flange adapter, as supplied by the pipe manufacturer, that is firmly seated perpendicular to the pipe axis, around the pipe exterior and cast into the structure base or near the structure wall center. The new pipe shall be installed 12 inches inside of the manhole opening. The structure or manhole connection shall be made a minimum of 12 hours after pipe insertion.

**3.10 Low Pressure Air Testing**

After a manhole to manhole section of sanitary sewer has been pipe burst and prior to any service lines being connected to the replacement pipe, the pipe shall be plugged at each manhole with pneumatic

plugs. The design of the plugs shall be such that they will hold against the test pressure without requiring external blocking or bracing. One of the plugs shall have three air hose connections: one for inflating of the plug; one for reading the air pressure in the sealed line; and one for introducing air into the sealed line.

Low pressure air shall then be introduced into the sealed line until the internal air pressure reaches 4.0 psig greater than the average back pressure resulting from any ground water that may be over the pipe. At least two minutes shall elapse to allow the pressure to stabilize.

The time required for the internal pressure to decrease from 3.5 to 2.5 psig greater than the average back pressure resulting from any ground water that may be over the pipe, shall not be less than the time shown for a given diameter in the following table.

Carrier Pipe Diameter (Inches)	Minimum Elapsed Time (Minutes)
8	4
10	5
12	6
15	7

**3.11 Reconnecting of Sewer Service Connections, Inspection, Acceptance and Payment**

The Contractor shall excavate, expose, and isolate all sewer service connections prior to replacing the existing sewer. The existing service connections may be encased in mortar, concrete, or reinforced concrete. There will be no additional compensation for demolition of this concrete.

The Contractor shall successfully test the installed pipe prior to reconnecting sewer services.

Prior to final acceptance and final inspection of the pipe by the City, the Contractor shall flush and clean all parts of the system by removing all accumulated construction debris, rocks, gravel, sand, silt, and other foreign material from the pipe.

After completion of the pipe installation, service reconnections, finish work at the manholes and final cleaning, the sewer shall be televised with a color CCTV tilt-head camera recorded in VHS format, by the Contractor. The original tape shall be provided to the City.

The City shall not pay for or make partial payments for any item/segment not fully completed, inspected and accepted.

Final approval by the Public Services staff will, in part, be based on the television survey of the completed work.

## **QUESTIONNAIRE**

**Please print or type:**

**Firm Name:** \_\_\_\_\_

**President:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

1. Have you personally inspected the proposed work and have you a complete plan for its performance?  
YES \_\_\_\_\_ NO \_\_\_\_\_
2. What was the last project of this nature which you completed? Give start and completion date.
3. The following are named as three municipalities for which you have performed work and which the City may contact as your references:  
  
Company Name:  
Address:  
Contact Name:  
Telephone Number:  
  
Company Name:  
Address:  
Contact Name:  
Telephone Number:  
  
Company Name:  
Address:  
Contact Name:  
Telephone Number:
4. How many years has your organization been in business? \_\_\_\_\_ Years
5. Have you ever failed to complete work awarded to you; if so, where and why?
6. List any lawsuits pending or completed involving the Corporation, partnership or individuals with more than ten (10) percent interest.
  - A. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
  - B. List all judgements from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract.
7. What equipment do you own that is available for the work? (Submit attachment)
8. What equipment will you purchase for the proposed work? (Submit attachment)
9. What equipment will you rent for the proposed work? (Submit attachment)

10. Are you able to comply with the insurance requirements as outlined in Section 1.05 of the General Information and Requirements? YES\_\_\_\_\_ NO\_\_\_\_\_

The name of the qualifying agent for the firm and his position is (See Note):

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in (City/County):

Engineering Contractor's License #

Expiration Date:

NOTE:

A Broward County Engineering Contractor's License is required for working within public rights-of-way of Broward County maintained streets. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

Broward County Licensing Office Telephone: 954-765-4400